

B 210A (Form 210A) (12/09)

United States Bankruptcy Court
Southern District of New York

In re Lehman Brothers Holdings Inc., et al., Debtors.

Case No. 08-13555 (JMP)
(Jointly Administered)

PARTIAL TRANSFERS OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the partial transfer, other than for security, of the claim referenced in this evidence and notice.

Goldman, Sachs & Co.
Name of Transferee

BBVA (Suiza) S.A.
Name of Transferor

Name and Address where notices to transferee
should be sent:

Court Claim # (if known): multiple – see attached
schedule

c/o Goldman, Sachs & Co.
30 Hudson Street, 5th Floor
Jersey City, NJ 07302
Attn: Michelle Latzoni
Email: gsd.link@gs.com

Amount of Claim Transferred: see attached
schedule

Date Claims Filed: October 28, 2009

Debtor: Lehman Brothers Holdings Inc.

Phone: (212)934-3921 _____
Last Four Digits of Acct #: _____

Phone: _____
Last Four Digits of Acct. #: _____

Name and Address where transferee payments
should be sent (if different from above):

Phone: _____
Last Four Digits of Acct #: _____

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

Dennis Lafferty
Managing Director

By: 

Name of Transferee/Transferee's Agent

Date: 1/11/13

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

Schedule

Court Claim Number	ISIN/CUSIP	Principal/Notional Amount	Amount of Claim Transferred (as Allowed in USD)
51147	XS0324269561	USD 1,060,000.00	429,321.36
51148	XS0326730313	USD 945,000.00	365,292.87
51151	XS0332632446	USD 709,000.00	451,092.79
51144	XS0329243108	USD 685,000.00	241,757.09
51170	XS0282866192	USD 629,000.00	380,492.20
51166	XS0358300571	USD 550,000.00	303,027.63
51317	XS0253635154	USD 360,000.00	360,000.00
51136	XS0289261546	USD 205,000.00	221,520.93
51154	XS0180153826	USD 187,000.00	181,171.96
51162	XS0329289192	USD 185,000.00	66,486.02
51163	XS0258047165	USD 150,000.00	150,000.00
50301	XS0368249487	USD 107,000.00	107,000.00
51164	XS0299555739	USD 100,000.00	100,000.00
51160	XS0303537574	USD 85,000.00	72,316.88
51312	XS0334274098	USD 58,000.00	58,000.00
51156	XS0344834691	USD 50,000.00	27,556.95
51171	XS0309101508	USD 7,000.00	7,000.00
51140	XS0338465254	EUR 448,000.00	441,810.24
51168	XS0324269488	EUR 439,000.00	399,559.87
51167	XS0344087340	EUR 258,000.00	295,419.97
51172	XS0270482424	EUR 210,000.00	298,012.19
51152	XS0344072318	EUR 205,000.00	186,731.43

51150	XS0332634657	EUR 165,000.00	140,279.37
51320	XS0285769278	EUR 163,000.00	216,652.35
51165	XS0267059755	EUR 150,000.00	212,865.88
51143	XS0329243876	EUR 150,000.00	131,192.92
51155	XS0180154550	EUR 100,000.00	141,910.53
51157	XS0345215148	EUR 60,000.00	45,009.18
51161	XS0303538200	EUR 57,000.00	66,591.73
51310	XS0329905417	EUR 50,000.00	70,955.27
51302	XS0359631974	EUR 30,000.00	31,568.65
51159	XS0338465098	EUR 17,000.00	11,274.23

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, BBVA (Suiza) S.A. ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Goldman, Sachs & Co. (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable amounts specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to the Proof of Claim Numbers specified in Schedule 1 attached hereto, each filed by or on behalf of Seller (each, a "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) each Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) each Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proofs of Claim collectively include the Purchased Claim specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors; and (g) the Notice of Proposed Allowed Claim Amount ("Notice") for each Proof of Claim provided to Purchaser is true and correct and no action was undertaken by Seller with respect to the Notice for each Proof of Claim.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the

Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller after the date of this Agreement and Evidence of Transfer of Claim in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to any Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 11 day of January 2013.

BBVA (SUIZA) S.A.

By: 
Name: **Jaime Raga**
Title: **HEAD THIRD PARTY PRODUCTS**

Zeltweg 63
CH-8021 Zurich
Switzerland
Attn: Inigo Berasaluce/Director
Phone: +41442659504

GOLDMAN, SACHS & CO.

By: 
Name: **Dennis Lafferty**
Title: **Managing Director**

30 Hudson Street, 5th Floor
Jersey City, NJ 07302
Attn: Michelle Latzoni
Email: gsd.link@gs.com
Tel: (212)934-3921

Schedule 1

Transferred Claims

Purchased Claim

The amounts listed below of each of the claims listed below.

Lehman Programs Securities to which Transfer Relates

	Proof of Claim Number	Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Allowed Amount (in USD)
1.	51147	Lehman Program Security	XS0324269561	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 1,060,000.00	429,321.36
2.	51148	Lehman Program Security	XS0326730313	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 945,000.00	365,292.87
3.	51151	Lehman Program Security	XS0332632446	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 709,000.00	451,092.79
4.	51144	Lehman Program Security	XS0329243108	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 685,000.00	241,757.09
5.	51170	Lehman Program Security	XS0282866192	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 629,000.00	380,492.20
6.	51166	Lehman Program Security	XS0358300571	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 550,000.00	303,027.63
7.	51317	Lehman Program Security	XS0253635154	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 360,000.00	360,000.00
8.	51136	Lehman Program Security	XS0289261546	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 205,000.00	221,520.93
9.	51154	Lehman Program Security	XS0180153826	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 187,000.00	181,171.96
10.	51162	Lehman Program Security	XS0329289192	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 185,000.00	66,486.02
11.	51163	Lehman Program Security	XS0258047165	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 150,000.00	150,000.00

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12.	50301	Lehman Program Security	XS0368249487	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 107,000.00	107,000.00
13.	51164	Lehman Program Security	XS0299555739	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 100,000.00	100,000.00
14.	51160	Lehman Program Security	XS0303537574	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 85,000.00	72,316.88
15.	51312	Lehman Program Security	XS0334274098	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 58,000.00	58,000.00
16.	51156	Lehman Program Security	XS0344834691	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 50,000.00	27,556.95
17.	51171	Lehman Program Security	XS0309101508	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 7,000.00	7,000.00
18.	51140	Lehman Program Security	XS0338465254	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 448,000.00	441,810.24
19.	51168	Lehman Program Security	XS0324269488	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 439,000.00	399,559.87
20.	51167	Lehman Program Security	XS0344087340	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 258,000.00	295,419.97
21.	51172	Lehman Program Security	XS0270482424	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 210,000.00	298,012.19
22.	51152	Lehman Program Security	XS0344072318	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 205,000.00	186,731.43
23.	51150	Lehman Program Security	XS0332634657	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 165,000.00	140,279.37
24.	51320	Lehman Program Security	XS0285769278	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 163,000.00	216,652.35
25.	51165	Lehman Program Security	XS0267059755	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 150,000.00	212,865.88
26.	51143	Lehman Program Security	XS0329243876	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 150,000.00	131,192.92
27.	51155	Lehman Program Security	XS0180154550	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 100,000.00	141,910.53
28.	51157	Lehman Program Security	XS0345215148	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 60,000.00	45,009.18
29.	51161	Lehman Program Security	XS0303538200	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 57,000.00	66,591.73

30.	51310	Lehman Program Security	XS0329905417	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 50,000.00	70,955.27
31.	51302	Lehman Program Security	XS0359631974	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 30,000.00	31,568.65
32.	51159	Lehman Program Security	XS0338465098	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 17,000.00	11,274.23